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Hackensack Board of Education

and

Crestedale and Mahwah

Association of the Mahwah

Public Schools

X1960-1982

BOARD - CMA AGREEMENT

1980-1982

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HACKENSACK BOARD OF EDUCATION  
CUSTODIAL AND MAINTENANCE ASSOCIATION  
AGREEMENT  
1980 - 1982

X  
ARTICLE 1 - RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (Chapter 123 of the Public Laws of 1974) hereinafter referred to as the Act, the Hackensack Board of Education hereinafter referred to as the Board, hereby recognizes the Custodial and Maintenance Association of the Hackensack Public Schools, herein-after referred to as the Association, as the exclusive representative designated for the purposes of collective negotiations by a majority of the Custodians and Maintenance employees employed by the Board excluding any employee whose duties, all or in part, are of supervisory nature within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall enter into collective negotiations on a successor agreement to this contract in accordance with Chapter 123, Public Laws - 1974.
- B. Both parties shall exchange written proposals to this contract at the first negotiating meeting.
- C. Not later than January 1, the Assistant Superintendent shall, upon request, conduct a conference with the Negotiating Team of the Association for the purpose of discussing and if possible, making

available the tentative budget under consideration by the Board, the finalized line item school budget, and all other pertinent records, data and information which are part of the public record of the school system.

### ARTICLE 3 - GRIEVANCES

A. A grievance shall be defined and subject to limitations as follows:

1. A grievance is a complaint by any member or members of the bargaining unit represented by the Association, or by the Association itself, that there has been an actual personal loss because of an interpretation, application, or violation of policies or agreements, or as a result of an administrative decision affecting them.

2. The grievance procedure shall not be applicable to claims

- a. by non-tenure employees by reason of their not being re-employed.

- b. wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.

3. A grievance to be considered under this procedure must be initiated, in writing, within fifteen (15) school days of its occurrence or within fifteen (15) school days from the time when the grievant would reasonably be expected to know of its occurrence.

B. The following procedures shall govern the processing of all grievances:

1. It is understood that while participating in these procedures, the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.

2. A grievance may be presented by the grievant or by a representative designated by the grievant. The Association may be represented at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.

3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.

4. Any non-tenure employee who is not offered a succeeding contract shall be permitted a conference with the Superintendent, if requested, to discuss the non-renewal of his employment. Any tenured employee who has not been reappointed to a position for which tenure is either not possible or not required shall be permitted a conference with the Superintendent, if requested, to discuss his not having been reappointed to such position.

5. The following steps shall be followed in processing a grievance:

IN SCHOOL BUILDINGS:

Step 1 - to the Principal

Step 2 - to the Assistant Superintendent for Business

Step 3 - to the Superintendent

Step 4 - to the Board

Step 5 - to Arbitration

IN OTHER ADMINISTRATIVE OFFICES

Step 1 - to the Immediate Supervisor

Step 2 - to the Assistant Superintendent for Business

Step 3 - to the Superintendent

Step 4 - to the Board

Step 5 - to Arbitration

6. All grievances shall be initiated at the first level submitting a written grievance statement to the appropriate administrator. The grievance statement shall include the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreement or Board policies, if any, claimed to have been violated; the manner in which said sections or articles were violated; the nature of the personal loss; and the remedy sought. It is understood that, at any level of this procedure, the grievance statement may be amended with regard to the citation of articles or sections of agreements or policies.

7. The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He shall then hold a hearing at a time mutually agreed upon and shall communicate his decision, in writing, to the grievant and to the Association within five (5) school days of his having received the written statement.

8. If the grievant decides to proceed to the second level of appeal, viz., the Assistant Superintendent for Business, this must be done within five (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Assistant Superintendent for Business by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Assistant Superintendent for Business may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his having received the request for review.

9. If the grievant decides to proceed to the third level of appeal, viz., the Superintendent, this must be done within five (5) school days of receiving the written decision from the second level administrator. The grievant may request review by the Superintendent by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his having received the request for review.

10. If the grievant decides to proceed to the fourth level of appeal, viz., the Board, this must be done within five (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision shall be submitted to the Board, in writing, through the Superintendent. The Superintendent shall attach

all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon and within fifteen (15) school days from the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and to the Association within fifteen (15) school days after the hearing by the Board.

11. If the grievant decides to proceed to the fifth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the American Arbitration Association to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association.

12. If the grievant and Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) school days of receiving it an arbitrator, who is willing to conduct hearings outside of school hours, shall be appointed by the American Arbitration Association.

13. The arbitrator shall be limited to the evidence and arguments presented by the grievant, the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from the Agreement or any policy of the Board.

14. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.

15. Only the Board, its representatives, the Association, its representatives, the grievant, and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of the hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of fifteen (15) calendar days after issuance of the report by the arbitrator.

16. The grievant and the Board, or their representatives, shall, within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and/or recommendations.

17. The fees and expenses of the arbitrator shall be shared equally; one-half ( $\frac{1}{2}$ ) being paid by the Board and one-half ( $\frac{1}{2}$ ) being paid by the grievant. Each party shall bear the total of other costs it has incurred.

#### ARTICLE 4 - EMPLOYEE RIGHTS

Whenever an employee is required to appear before any administrator or supervisor, Board or any committee or member thereof, concerning a matter which shall result in a written report, which shall be placed in their personnel file and/or which would adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written

notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. The annual evaluation conference shall be excluded from this provision.

No employee shall be deprived of any benefit under the terms of this contract without cause.

No employee shall be coerced, discriminated against, or reprimanded by virtue of the exercise of their rights granted under law.

#### ARTICLE 5 - ASSOCIATION RIGHTS

##### A. Display of Association Material

1. The Board will provide bulletin boards in the schools for the use of the Association. Location shall be determined by the Immediate Supervisor receiving recommendations from the Association. Any dispute as to the location can be made the subject of a grievance. Material placed on the bulletin boards which are in areas other than those locations limited to staff use to which the public does not have access shall be subject to the approval of the Immediate Supervisor or Superintendent which approval shall not be unreasonably withheld.

##### B. Board Minutes

Three copies of the official minutes of the Board of Education shall be given to the President of the Association as soon as they are available.

### C. Meetings of Custodial and Maintenance Personnel

Custodial and Maintenance personnel shall be granted by the Board, free of charge, a place to hold monthly meetings, upon submission of the "Application for Use of Public School Facilities" form. The designated area shall be sufficiently large to accommodate the membership of the requesting body.

### ARTICLE 6 - BOARD RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district, (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district.

### ARTICLE 7 - EMPLOYEE FACILITIES

A. All custodial and maintenance staff shall receive three (3) uniforms per contract year.

B. Foul weather gear -- winter jackets and waterproof work boots shall be provided for each school building and for the central maintenance department.

### ARTICLE 8 - ADVISORY COUNCIL

A. Custodial and Maintenance Staff Advisory Council

1. The Custodial and Maintenance Advisory Council shall be

established as soon as possible after the effective date of this agreement. It shall consists of four (4) representatives from the Association and four (4) representatives from Administration. It shall meet at the request of the Association or the Administration to consider any matter relating to Custodial and Maintenance personnel in the school system.

2. The non-voting chairman of the Council shall be the Superintendent or his designee. A representative of the Association may sit in on the meetings as an observer. The Council shall have an advisory function only. All recommendations of the Council shall be submitted in writing to the Board. The Council shall establish its own rules for operation.

3. The Council may consult and meet with any other member or members of the staff as may be appropriate to the topic under consideration.

B. The Council shall meet annually to review the adopted school calendar and recommend to the Board a calendar for the ensuing year.

C. All service by members of the Council shall be voluntary.

#### ARTICLE 9 - SICK LEAVE

A. All employees may be absent twelve (12) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation from the Superintendent.

B. A physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) work days when required by the Superintendent.

C. Absence because of personal illness which was brought about by a workman's compensation case shall not be deducted

from the accumulated sick leave.

D. Terminal leave

Terminal leave compensation shall be provided for retiring Custodial and Maintenance employees who have served in the district utilizing the following formula:

Employees shall receive \$8.00 for each day beyond twenty (20) of unused accumulated sick leave.

ARTICLE 10 - TEMPORARY LEAVES OF ABSENCE

A. One day of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. When possible, the applicant shall apply for such leave five (5) calendar days in advance, except in cases of emergency. The applicant for such leave shall not be required to state the reason for taking it other than that he is taking it under this section, except in cases of emergency, when he shall explain the nature of the emergency. Leave days shall not be taken at the beginning or end of a vacation period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.

B. Unused personal leave days shall be accumulated to a total of three (3) for the purposes stated above. Unused leave days beyond three (3) shall be accumulated and added to accumulated sick leave in accordance with Paragraph A, Article 9.

C. Up to three (3) days leave per school year may be granted with the approval of the Superintendent or his designee, for the purpose of attending meetings or conferences of an educational nature.

D. In the event of death in the immediate family, five (5) days leave inclusive of Saturdays, Sundays, or holidays shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five (5) days allowed with pay, there shall be a deduction of one-half pay. The length of time of one-half pay deduction shall be upon the recommendation of the Superintendent and approved by the Board. In the event of death of a relative defined as outside of the immediate family one day of leave shall be granted.

E. Other temporary leaves of absence with pay may be granted for good reason by the Board upon the recommendation of the Superintendent.

#### ARTICLE 11 - EXTENDED LEAVES OF ABSENCE

A. Military leaves without pay shall be granted to any employee who is inducted or enlists following notification of induction, or may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted to join him for a period of special training in preparation for duty overseas in combat zones.

#### B. Disability Leave

1. The Board shall grant leave without pay to any Custodial or Maintenance employee upon request subject to the following stipulations and limitations:

a. Leave of absence shall commence and terminate on the date requested by the employee. The leave shall be for a maximum period of two (2) years unless extended by the Board.

b. Any Custodial or Maintenance employee granted leave shall upon request, be restored to a comparable position and at a grade level vacated at the commencement of said leave.

c. Any Custodial or Maintenance employee granted leave without pay according to the provisions of this section may elect to use all or any part of accumulated sick leave during the period of such absence and receive full pay benefits for the same.

d. No Custodial or Maintenance employee shall be required to leave work because of a disability at any specific time prior to the disability nor be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between termination of the disability and the desired date of return.

e. The Board shall not remove any Custodial or Maintenance employee from duties unless the employee cannot produce a certificate

from the attending physician that the employee is medically able to continue employment.

f. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

#### C. Maternity Leave

1. Any employee who does not elect to take a maternity leave may continue to perform her duties according to sections (c) (d) above. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated

sick leave with pay during the period of her absence.

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for adoption.

D. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

E. The Board may grant a leave of absence without pay to any employee to campaign for a candidate for public office other than himself or to campaign for or serve in public office.

F. Other leaves of absence without pay may be granted by the Board for good reason.

## ARTICLE 12 - INSURANCE

The Board shall pay the full cost of health insurance premiums for individual employees and their dependents' coverage under the New Jersey Public and School Employees Health Benefit Plan, and the New Jersey Dental Service Plan beginning in the school year 1977-78.

## ARTICLE 13 - EMPLOYEE PROMOTIONS

A. All openings for positions paying a salary differential shall be adequately publicized and well defined by the Assistant Superintendent in accordance with this procedure. Notices of all vacancies shall be posted for at least ten (10) days prior to the final date for the submission of applications. A notice of any vacancy to be filled shall be posted in each school with a copy to be sent to the Association. The notice shall include the final date for the submission of applications to the Assistant Superintendent, the date on which applicants will

be notified as to their acceptance or rejection, the qualification for the position, the duties, and the rate of compensation. In the event that any revision is made in the provisions of the notice of promotional vacancy, new notices shall be posted for at least ten (10) days. During this time additional applications shall be accepted.

B. Notice of vacancies occurring after the close of school in June and before the opening of school in September shall be sent to the homes of all employees not on duty in the job category for which the opening exists.

C. In filling vacancies consideration shall be given to the applicant's area of competence, quality of past performance, attendance record, prior experience in such positions and when all factors are substantially equal, preference shall be given to employees in the Hackensack Public Schools. Seniority shall be given strong consideration in the selection of any candidate for promotion.

D. Notice of appointments to positions shall be posted in each school.

#### ARTICLE 14 - CREDIT UNION DEDUCTIONS

Provisions will be made for the Credit Union's Savings and Loan payroll deductions.

#### ARTICLE 15 - CUSTODIAL AND MAINTENANCE VACATIONS

A. Custodial and maintenance employees shall be entitled to the following paid vacation time:

1.	From 1 to 5 years	10 days
2.	" 6 to 12 years	15 days
3.	" 13 years	20 days

Members of the Association shall have work holidays with pay at set forth in the Calendar for Custodial and Maintenance Staff adopted by the Board. One additional day shall be added to the holiday schedule which may be taken at any time that school is closed with the approval of the immediate supervisor and the Office of the Assistant Superintendent for Business.

#### ARTICLE 17 - CUSTODIAL AND MAINTENANCE EMPLOYEE TENURE

Any Custodial or Maintenance employee who is regularly employed on a full-time basis and has been or shall have been so employed for three (3) consecutive years, shall hold his employment under tenure during good behavior and efficiency and shall not be dismissed, suspended, or reduced in compensation except for neglect, misbehavior, or other offense.

#### ARTICLE 18 - EXTRA COMPENSATION

A. All men assigned to the evening shift shall receive one hundred dollars (100) per month in addition to the annual base pay.

B. All men assigned to checking buildings shall receive a minimum of twenty-five dollars (\$25.00) per inspection. A building check shall consist of a three hour on site inspection and duties shall include security and preventative maintenance and other necessary housekeeping.

C. Assuming the duties of any absent superior for a period of two weeks or longer shall be compensated at that superior's semi-monthly rate of pay. Assuming that these duties are performed for two weeks or longer, such pay shall be retroactive to the first day of the superior's absence, same grade and step, but in no event, higher than incumbent.

D. All maintenance personnel using their own vehicles in the performance of their duties shall be reimbursed for such use at the rate of forty dollars (\$40) per month. Any building custodian who is required to use his car for any local emergency will be reimbursed at the rate of \$5.00 per trip. Approval from the Office of the Superintendent for Business must be granted before the trip is made.

E. All permanent Custodial and Maintenance employees shall receive sixty dollars (\$60.00) per year for the purpose of laundering uniforms. This amount shall be paid by voucher in May of each year.

#### ARTICLE 19 - PAST PRACTICES

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, administrative practices and or policies of the Board in force on said date shall continue to be applicable during the term of this Agreement.

#### ARTICLE 20 - MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of the Agreement, either party shall do so in writing to the following:

1. If by the Association, to the Superintendent of Schools, Board of Education, 355 State Street, Hackensack, N.J. 07601
2. If by the Board, to Association in care of its President at his address.

B. Any dispute relating to a conflict between an individual employee's contract and this Agreement shall be resolved through the grievance procedure.

C. If any provisions of the Agreement is found to be in violation of any statute or of any ruling or decision of the Commissioner of Education or the State Board of Education, the remaining provisions of this Agreement shall remain in force and effect.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 1980 to June 30, 1982, for all employees represented by the Association unless an extension is agreed to in writing by both parties.

IN WITNESS WHEREOF the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1980.

FOR THE HACKENSACK  
BOARD OF EDUCATION

FOR THE HACKENSACK CUSTODIAL  
AND MAINTENANCE ASSOCIATION

Fred Cerbo, President

Angelo Mariniello, President

Vincent R. Zales, Secretary

John Polcari, Secretary

## ARTICLE 22 - LONGEVITY

Upon completion of ten (10) years of regular employment by the Board of Education all Custodial and Maintenance employees shall receive longevity pay of one per cent (1%) of the base annual salary for each five (5) years of employment. In calculating longevity pay, each group of five (5) years of employment will be determined in accordance with Policy NoC3050 of the Hackensack Board of Education, Policies, Regulations and By-Laws.

## Schedule A

HACKENSACK PUBLIC SCHOOLS  
CUSTODIAL MAINTENANCE CALENDAR  
1980-1981

July 4	Friday	1	Independence Day
September 1	Monday	1	Labor Day
September 11, 12	Thursday, Friday	2	Rosh Hashanah
October 13	Monday	1	Columbus Day
November 4	Tuesday		Election Day (2 hours)
November 11	Tuesday	1	Veteran's Day
November 13, 14	Thursday, Friday	2	NJEA Convention
November 27, 28	Thursday, Friday	2	Thanksgiving Recess
December 25	Thursday	1	Christmas Day
January 1	Thursday	1	New Year's Day
January 15	Thursday	1	Martin Luther King
February 16	Monday	1	Washington's Birthday
April 17	Friday	1	Good Friday
May 25	Monday	1	Memorial Day

16 + 1 additional

(17)

## CUSTODIAL SALARY GUIDE

1980-1981

	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	10,325	11,035	11,830	12,790	13,725
2	10,570	11,320	12,165	13,160	14,130
3	10,835	11,605	12,500	13,530	14,535
4	11,105	11,900	12,850	13,925	14,970
5	11,390	12,210	13,210	14,330	15,405
6	11,670	12,520	13,585	14,740	15,855
7	11,965	12,855	13,970	15,170	16,315
8	12,280	13,200	14,355	15,600	16,790
9	12,600	13,560	14,760	16,055	17,270
10	12,965	13,980	15,235	16,580	17,855

## CUSTODIAL SALARY GUIDE

1981-1982

	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
1	10,910	11,525	12,320	13,310	14,280
2	11,120	11,830	12,680	13,710	14,715
3	11,330	12,135	13,040	14,110	15,150
4	11,615	12,440	13,400	14,505	15,580
5	11,905	12,760	13,775	14,930	16,050
6	12,210	13,090	14,160	15,365	16,515
7	12,510	13,425	14,565	15,805	16,995
8	12,830	13,780	14,975	16,265	17,490
9	13,165	14,150	15,390	16,725	18,000
10	13,510	14,540	15,825	17,210	18,115
11	13,900	14,990	16,335	17,775	19,140